

EXECUTIVE APPROVAL FORM

CUSTOMER NAME: Nextel Communications Inc. ("Nextel")

SECTION I - Approval Requests:

HQAPP Requests:

With this request we are exercising the option in the 12/31/02 OD that allows Nextel in paragraphs B.1.a and B.1.b (paragraphs in justifications) to migrate existing licenses to NUP/Processors according to the migration policies in effect as of 12/31/02. This also gives a price hold for incremental NUP of the Db Options (Partitioning, Diagnostics and Tuning Packs). The client gave us a \$2M deal in Q3 in order to have the right to lock in our policies and get them to an ELA by 4/30/03.

Original Q3 HQAPP approval was to convert the DbEE and Options over to an Employee Based Agreement. This language did not make it into the OD but we ask that Oracle honor the intent of the Q3 approval by grandfathering the approval to create an employee bundle.

The MAT team is working the MAT sheet simultaneously with this request so therefore you will see TBD for items like the support roll in dollar amount.

Note: If (Q3) stated, the request was previously approved

Terms in ELA draft Order:

1. As we have done for the previous OD's, allow for the following in the Agreement Name box of the OD: SLSA-290795-30-May-07. This Ordering Document incorporates by reference the terms of the Agreement specified above executed by McCaw International Limited with an effective date of May 30, 1997 (the "Agreement"). Nextel Communications, Inc, the successor in interest to McCaw International Limited, agrees that, although it was not an original party to the Agreement, it shall place orders under and shall be bound by the terms on conditions of the Agreement as if it were an original party to the Agreement. (Q3 and in the OIC Q4 deal)
2. Allow for all NUP of DbEE, Partitioning, Diagnostics and Tuning to be converted (1:1) to a Nextel Employee Bundle metric. (Q3)
 - These licenses (CSI numbers 3714749 and 3622836) to be included on the migration sheet, with the existing support stream used as go forward. They will reprice for a new 12 month stream and give fees paid credit in order to get them on the April - April support stream.
3. Definitions to include:
 - "Nextel Employees" = "Employees" + "Contractors"
 - Customer Definition. Includes Majority owned subs (>50%) with an exhibit and subs agree in writing to be bound by terms of the agreement. (Q3)

Pricing.

4. We will be honoring the NUP price hold for Partitioning, Diagnostics and Tuning per the 12/31/02 OD in order to purchase quantities of these options to match the Database and employee population. (Q3)
5. Request a discount of 50% for go forward purchases of the Nextel Employee Bundle. (fees per Employee: List License \$1,120.00, List Support \$246.40, 65% discount Net License \$392.00, Net Support \$86.24)

v.1

Page 1

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(Q3)

6. Pricing to be valid for 3 years from the effective date of this OD. After that, pricing will be as mutually agreed upon. Notification requirement continues in perpetuity if this OD remains in effect. **(Q3)**
7. Request approval for no minimum purchase blocks but draft at a quantity of 100 blocks of the Nextel Employee Bundle.
8. Request a 3 year, 65% discount, price hold for additional quantities of technology Processors being purchased on this order. (See deal summary section for estimated programs, programs and quantities are subject to change throughout negotiations.) **(Q3)** (Tier1)

Support Pricing:

9. 4 years capped at 0% (initial plus 3 renewals), 1 additional renewals at 4%.
10. Allow all support pricing to be reduced to 20% if the Net L of the deals goes above \$5M. Allow this 20% to also apply to the price hold.
 - Hoping to substantially grow the number of Processors and quantities
11. Allow this support cap to apply to the price hold. Should Nextel elect to renew Technical Support service for the Program licenses acquired pursuant to this Section ____, the service fee shall not be increased greater than the percentages set forth below:

• 1st Day of Support Period is Between	Not to Exceed Annual Increase Over Previous Year's Technical Support Service Fee
• April 30, 2003 – April 29, 2004	0%
• April 30, 2004 – April 29, 2005	0%
• April 30, 2005 – April 29, 2006	0%
• April 30, 2006 – April 29, 2007	0%
• April 30, 2007 – April 29, 2008*	4%

 - For any service renewals placed during this period, the last day of the Support Period shall be April 30, 2008 and the service fee shall be prorated as appropriate.
12. Request approval to subtract from the bottom line support number, the prepaid support credits due Nextel as of effective date. **(Q3)**
13. Request approval to waive the reinstatement fees for unsupported licenses and instead charge only the existing back support run rate (versus the penalty or back support being considered at list).
14. The contractual terms of the 12/31 OD will apply, which stated that the rules in effect at that time would govern a future migration. We believe that the policy at the time was that expired programs could be reinstated by paying back support or reinstatement fees and the go forward support stream would be 22% of list or the existing stream, whichever is less. **(Q3)**
15. Request approval that if customer terminates application licenses we will NOT reprice any of their other program support streams to list. (Even if they are on the same OD).

16. Request approval to waive the 4% renewal adjustment % for those licenses purchase prior to ebusiness being introduced.
17. Annual Written Notification and payment of fees due. Requirement for incremental growth to true up and submit fees for growth of Nextel Employees (as defined above) as counted in their most recent annual report. (Except growth due to merger/acquisition). First True up would be on April 15th, 2004
 - If Nextel for some reason changes it's fiscal year, they agree to meet this requirement within 30 days of publishing their annual report.
18. Mergers/Acquisitions. In the event of a merger/acquisition, Nextel will be required to "true-up" the merged/acquired entities at the rates specified above by notifying Oracle within 60 days of acquiring the entity, executing an OD and simultaneously fulfilling their payment obligation within 30 days of the notification.
19. Allow for the true-up to be for the delta of the new total employee population minus what they are currently licensed for versus having to license the full population of the acquired entity if customer already has an excess of licenses, or if the customer has existing licenses that could be migrated over to the Nextel employee bundle. (Worse case only – do not draft in v1)
20. Request that the T's and C's of this OD apply to future order's placed pursuant to the price hold, (attached Definitions and Rules, Support Cap, Agreement Name).
 - Suggested language: "The relevant definitions and rules set forth in Oracle's License Definitions and Rules attached hereto and incorporated by reference along with the rules in section ____ shall also apply to any orders placed pursuant to this Section C.1."
21. Note: CSI # 3367259 is in the current metrics and will not be going to the bundle (ie: processors of iAS, iAS wireless etc.). I am requesting the support renewals co-terminate these to match the April – April support stream of this deal.
22. Waive CD pack fees if applicable. (Tier2)

Previously approved by HQAPP on 3/31/03. These two deals may be combined at Nextel's request:

1. Request approval to allow Nextel to license Incentive Compensation for at least 1500 Individually Compensated " Agent ID's" for Nextel's in-Direct Sales Force.
 - Nextel has about 1500 Agent IDs that Nextel cuts a commission check for selling their phones on Nextel's behalf. An Agent ID would be one ID for all Best Buy Stores, another ID for all Office Depots, etc... Nextel has no way to know how many Sales Reps are at any given store at any time. All they get is an Electronic entry from an Agent ID that shows the total number of phones sold. Nextel would then cut one check to the Agent ID (ie Best Buy corporate) per month and the Agent (Best Buy corporate) would then divide up the monies based off of their internal processes / systems.
2. As we have done for the previous OD's, allow for the following in the Agreement Name box of the OD: SLISA-290795-30-May-07. This Ordering Document incorporates by reference the terms of the Agreement specified above executed by McCaw International Limited with an effective date of May 30, 1997 (the "Agreement"). Nextel Communications, Inc, the successor in interest to McCaw International Limited, agrees that, although it was not an original party to the Agreement, it shall place orders under and shall be bound by the terms on conditions of the Agreement as if it were an original party to the Agreement.

TIER 1 Requests:

1. Request 2 year price hold at deal discount of 30% using these same terms for Agent ID's
2. Request 2 year price hold at deal discount of 35% using these same terms for Agent ID's if List Deal amount is over \$1M.

TIER 2/3 Requests:

1. Request 30% discount approval (ebusiness discount plus 10%).
Request 35% discount approval (ebusiness discount plus 10%) if total List Deal amount is over \$1M.

Note: All standard language to be modified to correctly account for the differences between Nextel and Customer. As well as any other language modifications necessary in order to make the standard language fit into this non-standard agreement.

SECTION II – Deal Summary:

	New Deal Summary	OIC Previously approved Deal Summary	Best Case Totals (Combined)
Programs	Purchase additional NUP licenses necessary to create the Nextel Employee Bundle (@50%) Add processors of Label Security, Advanced Security, Spatial, RAC, OLAP and Data mining (@65%)	Oracle Incentive Compensation	na
License Discount	56.69% (ebiz+31.69%)	30 % (ebiz + 10%)	na
Support Discount	56.69% (ebiz+31.69%)	30 % (ebiz + 10%)	na
Support Options/Holds	4 year cap at 0% increase 5th year renewal at 4%		na
Price Holds	3 years	2 years	na
List License	\$6,394,800	\$742,500	\$7,137,300
List Support	\$1,406,856	\$163,350	\$1,570,206
Net License	\$2,769,900	\$519,750	\$3,289,650
Net Support	\$609,378 (plus back support and support rollin – TBD)	\$114,345	\$723,723 (plus back support and support rollin – TBD)
Net Total Price	\$3,379,278 (plus back support and support rollin – TBD)	\$634,095	\$4,013,373 (plus back support and support rollin – TBD)
Price List Used	3/24/03	3/7/2003	

Customer History - Existing Price Holds	
Existing contractual discount (price hold)	0%
Date of Price List for price hold	8/1999 Expired
When does price hold expire?	8/2002 - Expired
Price hold program categories (database, server, erp, crm, hr/payroll, app suite)	
Name of Agreement if applicable	

SECTION III - Justification:

Nextel Communications is the 5th largest wireless company in the U.S. with over 10 million subscribers who help generate approximately \$10B in annual revenue. Currently Nextel is undergoing a significant evaluation of its internal

infrastructure as they catch up with the growth over the past few years and position for the future. As part of the evaluation, Nextel has recently decided to replace Oracle Financials with Peoplesoft Financials as they consolidate their Financial and HR platforms. This decision was a result of many factors, one of which was cost. A large part of the overall cost was that of migrating from 10.7 to 11i or the Ebusiness Suite, and the many different fees associated with such a migration. We are in the process of rebuilding the relationship.

Nextel is an extensive user of Oracle technology products, and currently owns licenses for almost all of Oracle's technology portfolio. They have been an early adaptor for many new releases and an active participation in the reference program. However, the internal evaluation has opened the door for Teradata, Microsoft, and IBM who has been making a very strong push for DB2, Websphere and other tools. Recently, Oracle was able to beat back Teradata who aggressively pursued the Nextel Data Warehouse, which runs on Oracle. Microsoft is also popping up and is rumored to have put an enterprise deal on the table.

This transaction involves migrating Nextel's current inventory to both the latest Oracle products and license types. Currently, most of Nextel's inventory is licensed under the Concurrent license type, which is becoming harder for them to manage and complicates new opportunities. Migrating Nextel to an employee/processor type of technology license strategy will help to lock Nextel into Oracle technology products, and help position Oracle for new initiatives. The strategy of creating an internal bundle was formalized and approved, and in December 2002, Nextel made a \$2 million purchase in order to secure their right to move to an employee based deal.

Most of the requested approvals for this transaction were approved in Q3 and were noted as such to give a sense of the overall deal strategy. Perhaps the most important requests revolve around the migration. With the migration/bundle strategy contracted in the December 2002 Ordering Document to be concluded by April 2003, the customer locked in the December 2002 Oracle migration policies. The intent was to eliminate the chance of a policy change that would adversely impact the cost associated with the migration. With the selection of Peoplesoft, we are also requesting not to reprice support for any other products (even if on the same OD) if the customer terminates application licenses. Any termination will be a direct result of the Peoplesoft decision, nothing else. We also are requesting approval to waive the 4% renewal adjustment for licenses purchased prior to 2000. This increase affects the majority of the current support stream since most of the products are from an Ordering Document dated back 1999. Today, Nextel pays Oracle annual support of approximately \$5M, which will increase with this new purchase.

These requests will be absolutely necessary to close this transaction and help keep our competitors out. With Nextel's continued growth, they will continue to be a very strategic customer for Oracle. We cannot hesitate and waste this opportunity to both migrate their licenses and secure our position for the future. As we have learned in Q3 by losing the Financials bid, Nextel will not hesitate to move to our competitor. If they do, we will lose this \$5 million support stream.

Language referenced above from the \$2 million December 2002 transaction:

B.1.a and B.1.b (from the Dec 2002 OD)

All Customer's Program licenses in existence as of the Effective Date of this Ordering Document may be migrated to Named User Plus and/or Processor License Types in accordance with the license fees and policies in effect as of the Effective Date of this Ordering Document ("Migration Option"), provided such Programs are available in production release when migrated and provided that Customer has continuously maintained Update Subscription Service and Product Support for the Programs licensed on this Ordering Document and any other previously licensed quantities of the same programs that are currently supported, by paying Oracle the designated license fees. Technical Support for the migrated licenses will be in accordance with the fees and policies in effect at the time of the migration.

The Migration Option shall be in accordance with the Licensing Rules section of Oracle's License Definitions and Rules (attached hereto and incorporated by reference). Therefore, if Customer must meet purchase minimums and/or match License Types as the result of exercising the Migration Option, Customer may increase the Quantity of Programs for the corresponding Program License Types by paying Oracle the additional license fees below. Customer may also acquire first year.....etc.

Does deal contain new licenses with an <i>approved</i> non-supported license type (i.e. metric is not nor ever has been on Oracle's price list):	<input checked="" type="checkbox"/> Yes (specify non-supported license type and eBusiness license type used to determine conversion) No
Quote Valid Through (insert date):	May 30, 2003
Partner (insert name, if applicable)?	Margin or % of net license fees _____
VAD (insert name, if applicable)?	Margin or % of net license fees _____
PARTNER PAYMENT: If this is a direct deal, does it involve a Partner Referral Fee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, specify payment type:	<input type="checkbox"/> Applications Affiliate Fee <input type="checkbox"/> ROP Fee (GB Use Only)
MIGRATIONS OR UPDATES:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PREMIUM SERVICES:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
INCIDENT PACKS:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
INTERNATIONAL: Requires an International Notification Form to be forwarded to your manager, contract specialist, and NASINFO or OGEHINFO.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Payment Terms:	<input checked="" type="checkbox"/> Net 30 <input type="checkbox"/> Other (Specify)
Referenced Agreement:	<input type="checkbox"/> New OLSA <input checked="" type="checkbox"/> Other (Specify) SEE #1

Customer and Administrative Information – all fields must be filled in	
Customer's EXACT Legal Name:	NEXTEL COMMUNICATIONS, INC
Business Address:	593 Herndon Parkway
City / State / Zip:	Herndon, VA 20170
Customer Contract Admin:	Gunner Isaksen
Phone #:	703-552-7311
Fax #:	
E-mail ID:	Gunner.Isaksenn@nextel.com
Billing Contact:	Same as above
(Partner/VAD if Indirect):	
Address:	
City / State / Zip:	
Phone #:	
Fax #:	
E-mail ID:	
Tax Status :	Exempt <input type="checkbox"/> (Need certificate for ship to state if not on Oracle's Tax Exemption Log) Non-Exempt <input checked="" type="checkbox"/>
Shipping Contact:	Peter Campbell
Address:	593 Herndon Parkway
City / State / Zip:	Herndon, VA 20170
Phone #:	703-552-7278

Fax #:	
E-mail ID:	Peter.Campbell@nextel.com
Technical Support Contact:	Peter Campbell
Address:	593 Herndon Parkway
City / State / Zip:	Herndon, VA 20170
Phone #:	703-675-2318
Fax #:	
Email ID:	Peter.Campbell@nextel.com
Partner Name (Indirect):	N/A
Address:	
City / State / Zip:	
Contact Admin:	
Phone #:	
Fax #:	
E-mail ID:	

Education (EPPC)	
Education Prepaid Credit Amount:	\$ _____
Education Discount:	_____%
Education Revenue:	\$ _____
Education Sales Rep:	

Internal Administrative Information	
Applications Sales Manager	Tim Poolman
Technology Sales Manager	Todd Leisure
Account Manager	
OracleDirect Rep	
Education Sales Rep	
Support Renewals Rep	
Premium Support Rep	
Migrations Manager	Joel Shaver
Is there a teaming agreement?	<input type="checkbox"/> Yes (if yes, list all appropriate reps) <input checked="" type="checkbox"/> No
Requester:	Name: Todd Leisure Business Telephone: 703.364.2836 Cell Phone: 70-3.625.7172